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 Facsimile: (312) 554-8015  
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 AEP@pattishall.com

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 Clement L. Glynn  
 100 Pringle Avenue  
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 Walnut Creek, CA 94596  
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Attorneys for Plaintiff, Reliant Technologies, Inc.

IN THE UNITED STATES DISTRICT COURT  
 FOR THE NORTHERN DISTRICT OF CALIFORNIA

RELIANT TECHNOLOGIES, INC., )  
 a corporation, )  
 )  
 Plaintiff, )  
 )  
 -v- )  
 )  
 ROBERT LANE McDANIEL, )  
 an individual, )  
 )  
 )  
 Defendant. )  
 )

Case No. 3:08-cv-2515

Judge Maxine M. Chesney

**DECLARATION OF COLIN O'BRIEN**

**DECLARATION OF COLIN O'BRIEN**

Pursuant to 28 U.S.C. § 1746, I, Colin O'Brien, declare as follows:

1. I am over the age of eighteen (18) and make this declaration on personal knowledge and experience.

2. I am currently employed as a law clerk by Pattishall, McAuliffe, Newbury, Hilliard & Geraldson, LLP, counsel for Reliant Technologies, Inc. ("Reliant"), the plaintiff in this civil matter. The facts I am providing in this declaration are based on my own personal knowledge or on information and belief, where indicated, and, if called upon to do so, I could testify to them competently.

3. In connection with Reliant's opposition to Defendant's motion to dismiss, I reviewed an email from Defendant Robert McDaniel as well as various materials on the Internet.

4. On August 12, 2008, I reviewed a string of emails exchanged between Defendant Robert McDaniel and Thad Chaloehtiarana and Raymond I. Geraldson, Jr., counsel for Reliant, dating from August 8, 2008 to August 12, 2008. The emails relate to scheduling a conference pursuant to Rule 26(f) under the Federal Rules of Civil Procedure. Each of the emails sent by Mr. McDaniel is from an email address that has an "adsmartmedical.com" extension. In addition, each email includes what appears to be an automatic signature block, as follows:

Bob McDaniel  
AdSmart Medical.com  
[TEL omitted]  
[FAX omitted]

A true and correct copy of this string of emails is attached as **Exhibit "A."**

5. On August 12, 2008, I accessed the AdSmart Medical home page, AdSmart Medical "About Us" web page, and AdSmart Medical "Customer Payments" web page, located at:

1  
2 <<http://www.adsmartmedical.com/>>

3 <[http://www.adsmartmedical.com/about\\_us.htm](http://www.adsmartmedical.com/about_us.htm)>

4 <[http://www.adsmartmedical.com/customer\\_pymt\\_up.htm](http://www.adsmartmedical.com/customer_pymt_up.htm)>

5 A true and correct copy of a printout of these web pages is attached as **Exhibit "B."**

6  
7 6. On August 12, 2008, I accessed a web page that appears to be an advertisement  
8 for cosmetic skin procedures offered by Dr. Alex Kaplan, M.D., indicating that he has offices in  
9 Los Angeles and Norco, California. The name "AdSmart Medical.com" appears in the upper left  
10 corner of the web page advertisement. This web page is no longer active. According to the  
11 heading, it is in Google's cache as "a snapshot of the page as it appeared on Jul 6, 2008 11:45:28  
12 GMT." This page is located at:

13  
14 <[http://74.125.45.104/search?q=cache:zeY3ZtGYBNUJ:www.adsmartmedical.com/Dr\\_Kaplan\\_IPL.htm+%22adsmart+medical%22+california&hl=en&ct=clnk&cd=1&gl=us](http://74.125.45.104/search?q=cache:zeY3ZtGYBNUJ:www.adsmartmedical.com/Dr_Kaplan_IPL.htm+%22adsmart+medical%22+california&hl=en&ct=clnk&cd=1&gl=us)>

15 A true and correct copy of a printout of this web page is attached as **Exhibit "C."**

16  
17 7. On August 12, 2008, I accessed the "Legal Agreements" web page of GoDaddy's  
18 web site and found the GoDaddy "Universal Terms of Service for GoDaddy Software and  
19 Services" and, within the document, the Go Daddy "Parked Page Service Agreement," located at:

20 <<https://www.godaddy.com/gdshop/agreements.asp?ci=8924>>

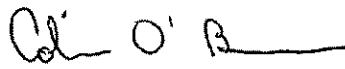
21 <[http://www.godaddy.com/gdshop/legal\\_agreements/show\\_doc.asp?pageid=PARK%5FSA](http://www.godaddy.com/gdshop/legal_agreements/show_doc.asp?pageid=PARK%5FSA)>

22 A true and correct copy of a printout of those web pages are attached as **Exhibits "D" and "E."**

23  
24 8. On August 12, 2008, I accessed the website <[sanfranciscofraxel.com](http://sanfranciscofraxel.com)> and found  
25 a link for Epi Center MedSpa in San Francisco which offers Botox services in San Francisco, I  
26 also accessed the website <[sanjosefraxel.com](http://sanjosefraxel.com)> and found a link for La Piel Laser Center which  
27 offers Botox services. True and correct copies of the <[sanfranciscofraxel.com](http://sanfranciscofraxel.com)> and  
28

1  
2 <sanjosefraxel.com> websites along with the linked pages are attached as **Exhibits "F" and**  
3 **"G."**

4 I declare under penalty of perjury under the laws of the United States of America that the  
5 foregoing is true and correct. Executed on August 14, 2008.

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7 Colin O'Brien  
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# EXHIBIT A

Scott Lonardo - RE: Reliant Technologies v. Robert L. McDaniel (Civil ActionNo.C08-02515 MMC)

---

**From:** "Bob McDaniel" <bmcDaniel@adsmartmedical.com>  
**To:** "Thad Chaloehtiarana" <TC@pattishall.com>  
**Date:** 8/12/2008 11:22 AM  
**Subject:** RE: Reliant Technologies v. Robert L. McDaniel (Civil ActionNo.C08-02515 MMC)  
**CC:** "Geraldson, Raymond" <RIG@pattishall.com>

---

Thad,

Thanks

The number below is always good for me 9 - 5

Bob McDaniel  
AdSmart Medical.com  
261-844-7364 direct

267-295-1761 fax

---

**From:** Thad Chaloehtiarana [mailto:TC@pattishall.com]  
**Sent:** Tuesday, August 12, 2008 10:59 AM  
**To:** McDaniel, Bob  
**Cc:** Geraldson, Raymond  
**Subject:** RE: Reliant Technologies v. Robert L. McDaniel (Civil ActionNo.C08-02515 MMC)

Dear Mr. McDaniel,

We will call you at 1:30 p.m. Central time. Is there a number that we can reach you? Thanks.



**Thad Chaloehtiarana**

Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP

311 S. Wacker Drive - Suite 5000 - Chicago, IL 60606

T (312) 554-8000 Direct (312) 554-7973 F (312) 554-8015

[tc@pattishall.com](mailto:tc@pattishall.com) [www.pattishall.com](http://www.pattishall.com)

>>> "Bob McDaniel" <bmcDaniel@adsmartmedical.com> 8/12/2008 7:46 AM >>>

Thad,

Sometime Wed aft 8/13 would work for me if that works for you.

Thanks

Bob McDaniel  
AdSmart Medical.com  
281-844-7364 direct  
267-295-1761 fax

---

**From:** Thad Chaloeontiarana [mailto:TC@pattishall.com]  
**Sent:** Monday, August 11, 2008 3:45 PM  
**To:** McDaniel, Bob  
**Subject:** RE: Reliant Technologies v. Robert L. McDaniel (Civil Action No.C08-02515 MMC)

Dear Mr. McDaniel,

I would estimate that our conference will take about an hour. You may wish to review the Standing Order for the contents of the Joint Case Management Statement and Rule 26(f).

Per my email of August 9, please let me know a time that is convenient for you.

Cordially,

Thad



**Thad Chaloeontiarana**  
Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP  
311 S. Wacker Drive - Suite 5000 - Chicago, IL 60606  
T (312) 554-8000 Direct (312) 554-7973 F (312) 554-8015  
[tc@pattishall.com](mailto:tc@pattishall.com) [www.pattishall.com](http://www.pattishall.com)

>>> "Bob McDaniel" <bmcDaniel@adsmartmedical.com> 8/9/2008 12:34 PM >>>

Thad,

I'll read up on rule 26(f)

What types of things would you like to discuss and how long do you anticipate that it will take, so I can schedule accordingly.

Thanks

Bob McDaniel  
AdSmart Medical.com  
281-844-7364 direct  
267-295-1761 fax

---

**From:** Thad Chaloehtiarana [mailto:TC@pattishall.com]  
**Sent:** Friday, August 08, 2008 5:37 PM  
**To:** bmcDaniel@adsmartmedical.com  
**Cc:** Geraldson, Raymond  
**Subject:** Reliant Technologies v. Robert L. McDaniel (Civil Action No. C08-02515 MMC)

Dear Mr. McDaniel,

Further to our telephone conference today, we attach a copy of the Court's Order Setting Initial Case Management Conference and ADR Deadlines. As we discussed today, the parties are required, among other things, to hold a Rule 26(f) meet and confer conference no later than August 15, 2008 and to submit a Report under Rule 26(f) and a Case Management Statement with the Court no later than August 29, 2008. The initial case management conference is scheduled for September 5, 2008 in Courtroom 7, 19th Floor at 10:30 a.m.

I also attach for your reference the Standing Order identifying the required contents of the Joint Case Management Statement.

Please let me know a time next week that is convenient for you to participate in the Rule 26(f) conference. I can be available August 11-13, 2008, but will be out of the office August 14-15.

Cordially,

Thad



**Thad Chaloehtiarana**  
Pattishall, McAuliffe, Newbury, Hilliard & Geraldson LLP  
311 S. Wacker Drive - Suite 5000 - Chicago, IL 60606  
T (312) 554-8000 Direct (312) 554-7973 F (312) 554-8015  
[tc@pattishall.com](mailto:tc@pattishall.com) [www.pattishall.com](http://www.pattishall.com)

\*\*\*\*\*  
The preceding message and any attachments may contain confidential information protected by the attorney-client or other privilege. You may not forward this message or any attachments without the permission of the sender. If you believe that it has been sent to you in error, please reply to the sender that you received the message in error and then delete it. Nothing in this email message, including the typed name of the sender and/or this signature block, is intended to constitute an electronic signature unless a specific statement to the contrary is included in the message.  
\*\*\*\*\*

\*\*\*\*\*  
The preceding message and any attachments may contain confidential information protected by the attorney-client or other privilege. You may not forward this message or any attachments without the permission of the sender. If you believe that it has been sent to you in error, please reply to the sender that you received the



message in error and then delete it. Nothing in this email message, including the typed name of the sender and/or this signature block, is intended to constitute an electronic signature unless a specific statement to the contrary is included in the message.

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The preceding message and any attachments may contain confidential information protected by the attorney-client or other privilege. You may not forward this message or any attachments without the permission of the sender. If you believe that it has been sent to you in error, please reply to the sender that you received the message in error and then delete it. Nothing in this email message, including the typed name of the sender and/or this signature block, is intended to constitute an electronic signature unless a specific statement to the contrary is included in the message.

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# EXHIBIT B

Home	Advertiser Solutions	Customer Payments	About Us	Get Started
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AdSmartmedical.com<sup>TM</sup>

281-844-7364

## Medical Practice Marketing Solutions



### Free Initial Consultation

Let us show you how other physicians use our various services to increase their new patient appointments. Each service is cost effective, and none of them require a big up-front investment. We guarantee results.

To see how we've accomplished this for other Physicians. Call 281-844-7364 or complete the [contact form](#) for more info.

[Contact Us](#)



### Pay-Per-New Patient Call

Complete hassle-free outsourced advertising. Guaranteed to cost you less per new-patient-call than your current advertising. We manage and pay for your complete ad campaign. You pay us only when new patients call your office. No monthly fees. No more paying for ads that didn't work. Customers call your office directly. We track each call, and give you detailed billing.

[Example - Liposuction Las Vegas](#)



### Pay-Per-New Patient Email

Some people prefer to get information by email before they call you. Adding this service broadens your reach. We also reduce your Pay-Per-New Patient Call service rates when you use both services.

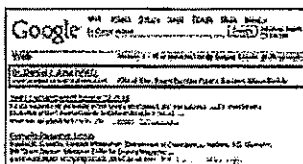
[Example - Smart Liposuction Miami](#)



### Google and Yahoo Ad Management

Are you currently advertising in the Sponsored Listings area of the Major Search Engines like Google and Yahoo? Want to get started? Do you have the time and expertise to do it well yourself? We can manage your entire campaign, improve your results, and usually save you money in the process. Fees as low as 15% of your total ad spend.

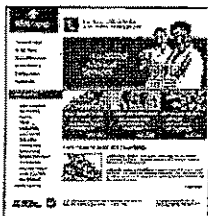
[Contact Us](#)



### List Your Name in First Position on Google, Yahoo, and MSN

Do you ever look up **Dr. Your Name** only to find a long list of directory sites listed above you. It's no accident. These services redirect patients who search for you. You can stop it. For \$45 per month we will maintain your listing in the top position for 14 variations of your professional name. Dr. John J. Smith M.D., Dr. John Smith M.D., John Smith M.D., John J. Smith M.D., Dr. Smith, etc.

[Learn More](#)



#### Web Design and Marketing

Need to update your website? Need a new website? Is it hard for patients to find your website in search results for the procedures you do?

AdSmart Medical can help. For a free consultation call us at 281-844-7364.

[See an Example](#)



#### Get Started Today. Receive New Patient Calls This Week

- ▣ No start up fees. Pay as you go. Detailed reports help you track results.
- ▣

[Get Started](#)

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Home	Advertiser Solutions	Customer Payments	About Us	Get Started
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AdSmartmedical.com<sup>TM</sup>

281-844-7364

## About Us



AdSmart-Medical operates nationally from our offices in Houston, Texas. Our diverse experience with both the Fortune 500 and the SMB marketplace makes us uniquely qualified to market your medical practice.

In the past, only large companies could afford to run coordinated well-planned advertising campaigns. The inefficient and costly nature of yesterday's advertising methods meant you needed deep pockets and lots of patience.

Consequently, most medical practices advertised through trial and error, with mostly dissatisfying results. Local magazines, coupons, radio spots. All very expensive. Most rather ineffective. If you complain about results, they suggest that you run more ads.

The problem is that the methods of the past relied on saturating the public with your message repeatedly. Through repetitive force feedings on limited media venues, you could brand your red-hot logo in the consumer's mind. You hoped that when they needed your product they would remember your name. Branding.

Skip to the present. There are so many media venues today that you couldn't possibly make a meaningful repeat impression without a huge budget. That's why traditional advertising is even less effective now. Of course just because it doesn't work, that doesn't mean they quit selling it. Even the Yellow Pages, which were once the most productive (albeit expensive) are losing their effectiveness.

Now for the good news. The internet. It's the first place that educated and affluent consumers look when they want information on things like cosmetic surgery. At last you can market specifically to people who are looking for your product.

Now the bad news. Everyone's figured it out. The competition on the Internet for cosmetic surgery is intense. Bidding wars for top search placement are common place. How can you keep up? Do you want to? Does it make economic sense to pay \$15 for a click to your website? How many clicks will it take to get a paying procedure? Do you want to divert your focus from medicine to do website conversion analysis? How much would it cost you to have a staff member do it? Does it make you tired just thinking about it?

That's where we come in. AdSmart utilizes the latest technology to bring you the Holy Grail of advertising. Accountability.

We're so confident in our ability to produce results that we'll fund your entire campaign...and only charge you for the results.

Our proprietary technology shows us which of your ads work and which don't. At the end of an AdSmart call you can rate the quality of the inquiry using your keypad. Our smart system will weed out ads with lower-quality responses in favor of more productive ones. Using a cost-benefit algorithm our system constantly searches for the lowest cost-per-new-patient. You couldn't do all this if you wanted to. And if you're like most of the Doctors we talk to...you don't want to.

Do you want just calls? Emails too? Visits to your website? All three? Whatever your need, we can fill it. And we'll only charge you for results.

Call us today at 281-844-7364. We can have your phone ringing within a week...and for less than you're used to spending.

[

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AdSmartmedical.com<sup>TM</sup>

281-844-7364

## Online Customer Payments



To make a payment to your AdSmartMedical advertising account enter our secure payment area below. You may pay with Visa, Mastercard, or American Express.

For security all of our payments are processed through PayPal, one of the largest national processors of online payments.

Enter Secure Payment Area

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# EXHIBIT C

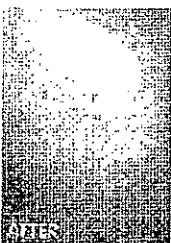
This is Google's cache of [http://www.adsmartmedical.com/Dr\\_Kaplan\\_Tattoo.htm](http://www.adsmartmedical.com/Dr_Kaplan_Tattoo.htm). It is a snapshot of the page as it appeared on Jun 1, 2008 17:55:09 GMT. The current page could have changed in the meantime. [Learn more »](#)

These search terms are highlighted: dr alex kaplan md

[Text-only version](#)

## Los Angeles Tattoo Removal Specialist

### Dr. Alex Kaplan M.D.



#### About Dr. Kaplan

**Dr Kaplan** is a board certified physician trained at the University of Michigan. He has been featured in the New York Times, The LA Times and on the Tonight Show with Jay Leno.

At Tattoo MD, our mission is to provide effective, convenient, and affordable cosmetic skin procedures. **Dr. Alex Kaplan** and his staff of highly trained clinicians are dedicated to meeting your needs.

#### Low Price Guarantee

We offer a **low price guarantee**, and we accept all competitors' coupons! Financing is available. **Dr. Kaplan** has two convenient locations to serve you in West Los Angeles and Inland Empire. Your initial **consultation is free** on all services. Contact us to schedule your free consultation today!

#### Removing Your Tattoo

Tattoo removal procedures have come a long way since the primitive bleaching, and cutting days. These did terrible damage to the skin. Often leaving the patient more disfigured than before. Later techniques used dermabrasion or acid, again causing terrible scarring.

Another way that people have removed their tattoos is through surgical excision (cutting the tattoo from the skin). This is only slightly better than dermabrasion. It is also painful, difficult, and leaves scars. You may have seen creams advertised, which if applied to the skin, make tattoos fade. The creams may lighten your skin, but they do not remove tattoo ink.

In the 1980's lasers were first used for tattoo removal. The first laser in use was the CO2 laser. It destroying the actual skin cells by vaporizing the water molecules within the cells. This technique is much like dermabrasion. It is very painful, causes significant scarring, and leaves pigment behind.

#### Dr Kaplan Has the Newest Technology

**Dr. Kaplan** uses the latest available technology to make you comfortable and provide you with excellent results.

Tattoo MD uses the state-of-the-art Q-switched Nd:YAG laser (The Medlight C6). Q-switching, a recently developed laser technology, delivers the best available results.





**Monday -  
Saturday**  
10 am to 6 pm



#### W. LOS ANGELES

11053 Santa  
Monica Blvd.  
Los Angeles, CA  
90025  
310-984-1381

#### INLAND EMPIRE

140 Hidden Valley  
Pkwy  
Norco, CA 92860  
626-709-3225



**BOTOX**

**HAIR RESTORATION**

**LASER HAIR  
REMOVAL**

**LASER SKIN  
RESURFACING**

**PHOTO  
REJUVINATION**

**RESTITUTION**

**TATTOO REMOVAL**

This laser is effective against a broader range of colors than any other laser and is extremely safe. The Q-switched laser works by delivering light at incredibly high energy for a tiny fraction of a second onto the skin. This selectively breaks up large molecules, such as tattoo pigments, and causes very little damage to surrounding tissues. The laser can also be used to remove freckles, age spots, unwanted hair, and pigmented lesions such as Mongolian spots.

There is virtually no scarring or change in natural skin pigment. Tattoo MD uses the Medlight C6 laser for its safety, effectiveness, and speed of operation. You will not believe the results! We feel that this laser is a miracle of modern technology, and we are proud to offer this much needed service to the public.

#### How Much Will it Cost?

Laser tattoo removal at Tattoo MD is \$24.50-\$49 per square inch, per treatment. Dr Kaplan offers you a low price guarantee, and takes all competitor's coupons.

The initial consultation is free, and at that time we will measure your tattoo to let you know how much each treatment will cost. Tattoo MD has done extensive research on what other people charge for the same procedure and we feel that we offer the most affordable option around. Ask about our current price specials!

#### How Many Treatments Will it Take?

Unfortunately, it is difficult to predict exactly how many treatments it will take to work. To see complete results, it could take as little as 3 treatments for an amateur tattoo or as many as 5 to 12 treatments for a professionally applied tattoo.

#### How Often Are the Treatments?

After your first treatment, you will typically schedule each additional treatment 4-6 weeks apart.

#### What Will My Skin Look Like After Each Treatment?

Your skin will be red and feel like it has mild sunburn. There may also be some bruising. With certain colors, such as red, there may be mild blistering that usually heals in about a week. The sunburn feeling typically goes away after a couple of hours, but your skin does need time to heal in between treatments. After each treatment you will be given detailed instructions on how to care for your treated area.

#### Will Laser Tattoo Removal Hurt?

When asked if laser treatment hurts, patients who have gone through the procedure vary in their responses. Some say it hurts, but most say it is not that bad. Before each of your treatments, the nurse practitioner will put ice and an analgesic cream on the tattoo to help to numb the area. However, you will still feel the laser on your skin when your tattoo is being removed. Patients have reported that the feeling can be compared to a rubber band snapping on your skin.

#### Does it Leave Scars?

The type of laser used at Tattoo MD leaves virtually no scars, however, those with scarring disorders, such as keloids, may have an increased risk of forming a scar.

### **How Long Will My Appointment Take?**

Your appointment should not take more than one hour. The time it takes for the actual laser tattoo removal is very quick, but we also need to account for time to fill out paperwork and time for the anesthetic (numbing) cream to take effect.

### **Who Will Do My Laser Tattoo Removal?**

The laser tattoo removal will be performed by a licensed nurse practitioner who is trained and certified to do this type of procedure. Dr. Alex Kaplan, the president of Tattoo MD, supervises the nurse practitioners and also performs laser tattoo removal himself.

If you have any additional questions, please do not hesitate to contact us. We would be happy to answer any questions that you may have.

### **To Schedule a Free Consultation**

**Call 310-984-1381**

West Los Angeles

or

**Call 626-709-3225**

Inland Empire

Phones Answered 10am to 6pm Mon. - Sat. Email anytime.

**Email the Doctor**

### **HOURS OF OPERATION:**

10:00 AM to 6:00 PM  
Monday through Saturday  
Closed on Sundays.

### **PHONES:**

**West Los Angeles**  
310-984-1381

### **2 LOCATIONS:**

#### **West Los Angeles**

11053 Santa Monica Blvd.  
Los Angeles, CA 90025

Phone: 310-984-1381

#### **Inland Empire**

**Inland Empire**  
626-709-3225

140 Hidden Valley Pkwy  
Norco, CA 92860

Phone: 626-709-3225



# EXHIBIT D

CLOSE WINDOW

PRINT

**Go Daddy****Universal Terms of Service for Go Daddy Software and Services**

This Agreement ("Agreement") is by and between GoDaddy.com, Inc. ("Go Daddy") a/an Arizona corporation and You, Your heirs, agents, successors and assigns ("You"), and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of Go Daddy software ("Software") and services ("Services") and explains Go Daddy's obligations to You and Your obligations to Go Daddy in relation to the Software and Services You purchase.

This Agreement as well as any additional Go Daddy policies, together with all modifications thereto, constitute the complete and exclusive agreement between You and Go Daddy concerning Your use of Go Daddy's Software and Services, and supersede and govern all prior proposals, agreements, or other communications. All Go Daddy policies and agreements specific to particular Software and Service are incorporated herein and made part of this Agreement by reference, including the dispute policy ("UDRP"). By purchasing Go Daddy's Software or Services, You acknowledge that You have read, understood, and agree to be bound by all terms and conditions of this Agreement and any other policies or agreements made part of this Agreement by reference, as well as any new, different or additional terms, conditions or policies which Go Daddy may establish from time to time, and any agreements that Go Daddy is currently bound by or will be bound by in the future. You may view the latest version of this Agreement online.

In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You've established with Go Daddy, whether or not the transactions were in Your behalf. You acknowledge that Go Daddy's acceptance of any application made by You for Services provided by Go Daddy will take place at the Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar's offices located in Scottsdale, Arizona, USA.

**The General Terms in Section A apply to all customers of Go Daddy. The Software and Services Specific Agreements incorporated in Section B apply only to customers who have purchased those referenced Services.**

**A. GENERAL TERMS APPLICABLE TO ALL SOFTWARE AND SERVICES****1. TERM OF AGREEMENT; MODIFICATIONS.**

You agree that Go Daddy may modify this Agreement and the Services from time to time. You agree to be bound by any changes Go Daddy may reasonably make to this Agreement when such changes are made. If You have purchased Services or Software from Go Daddy, the term of this Agreement shall continue in full force and effect as long as You take advantage of and use the Software or Services. In the event You terminate Your usage, Go Daddy will not refund any amounts You have paid. You agree that Go Daddy shall not be bound by any representations made by third parties who You may use to purchase Services from Go Daddy, and that any statement of a general nature, which may be posted on Go Daddy's Web site or contained in Go Daddy's promotional materials, will not bind Go Daddy. Go Daddy may, at times, offer certain promotions with different charges and features.

You agree that You will be responsible for notifying Go Daddy should You desire to terminate Your

use of Go Daddy 's Services. Notification of Your intent to terminate must be provided to Go Daddy no earlier than 10 days prior to Your billing date but no later than three days prior to Your billing date.

## **2. ACCURATE INFORMATION.**

You agree to maintain accurate information by providing updates to Go Daddy, as needed, while You are using Go Daddy 's Services. You agree You will notify Go Daddy within five (5) business days when any change of the information You provided as part of the application and/or registration process changes. Failure by You, for whatever reason, to respond within five (5) business days to any inquiries made by Go Daddy to determine the validity of information provided by You will constitute a material breach of this Agreement.

You agree that Go Daddy may use and rely on any such information provided by You for all purposes in connection with Your Services, subject to Go Daddy 's Privacy Policy. If You provide any information that is inaccurate, not current, false, misleading or incomplete, or if Go Daddy has reasonable grounds to suspect that Your information is inaccurate, not current, false, misleading or incomplete, Go Daddy has the absolute right, in its sole discretion, to terminate its Services and close Your account.

## **3. PRIVACY.**

You can view Go Daddy 's Privacy Policy here, which is incorporated herein by reference, as it is applicable to all Company Software and Services. The Privacy Policy provides Your rights and Company's responsibilities with regard to Your personal information. Company will not use Your information in any way inconsistent with the purposes and limitations provided in the Privacy Policy.

## **4. ACCOUNT SECURITY.**

You agree You are entirely responsible for maintaining the confidentiality of Your customer number/login, password, credit card number, and shopper PIN (collectively, the "Account Access Information"). You agree You are entirely responsible for any and all activities that occur under Your account. You agree to notify Go Daddy immediately of any unauthorized use of Your account or any other breach of security. You agree Go Daddy will not be liable for any loss that You may incur as a result of someone else using Your Account Access Information, either with or without Your knowledge. You further agree You could be held liable for losses incurred by Go Daddy or another party due to someone else using Your Account Access Information. For security purposes, You should keep Account Access Information in a secure location and take precautions to prevent others from gaining access to Your Account Access Information. You agree that You will be responsible for all activity in Your account, whether initiated by You, or by others on Your behalf, or by any other means. Go Daddy specifically disclaims liability for any activity in Your account, whether authorized by You or not.

## **5. NO UNLAWFUL CONDUCT OR IMPROPER USE.**

As a condition of Your use of Go Daddy 's Software and Services, You agree not to use them for any purpose that is unlawful or prohibited by these terms and conditions, and You agree to comply with any applicable local, state, federal and international laws, government rules or requirements. You agree You will not be entitled to a refund of any fees paid to Go Daddy if, for any reason, Go Daddy takes corrective action with respect to Your improper or illegal use of its Services.

Go Daddy reserves the right at all times to disclose any information as Go Daddy deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Go Daddy's sole discretion.



If You have purchased Services, Go Daddy has no obligation to monitor Your use of the Services. Go Daddy reserves the right to review Your use of the Services and to cancel the Services in its sole discretion. Go Daddy reserves the right to terminate Your access to the Services at any time, without notice, for any reason whatsoever.

Go Daddy reserves the right to terminate Services if Your usage of the Services results in, or is the subject of, legal action or threatened legal action, against Go Daddy or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit. Go Daddy may review every account for excessive space and bandwidth utilization and to terminate or apply additional fees to those accounts that exceed allowed levels.

Except as set forth below, Go Daddy may also cancel Your use of the Services, after thirty (30) days, if You are using the Services, as determined by Go Daddy in its sole discretion, in association with spam or morally objectionable activities. Morally objectionable activities will include, but not be limited to: activities designed to defame, embarrass, harm, abuse, threaten, slander or harass third parties; activities prohibited by the laws of the United States and/or foreign territories in which You conduct business; activities designed to encourage unlawful behavior by others, such as hate crimes, terrorism and child pornography; activities that are tortuous, vulgar, obscene, invasive of the privacy of a third party, racially, ethnically, or otherwise objectionable; activities designed to impersonate the identity of a third party; illegal access to other computers or networks (i.e., hacking); distribution of Internet viruses or similar destructive activities; and activities designed to harm or use unethically minors in any way. Notwithstanding anything to the contrary herein, in the event Go Daddy cancels Your Services during the first thirty (30) days after You purchase the Services, You will receive a refund of any fees paid to Go Daddy in connection with the Services being canceled. In the event Go Daddy deletes Your Services because they are being used in association with spam or morally objectionable activities, no refund will be issued. You agree You will not be entitled to a refund of any fees paid to Go Daddy if, for any reason, Go Daddy takes corrective action with respect to Your improper or illegal use of its Services.

#### **6. NO SPAM; LIQUIDATED DAMAGES.**

You agree Go Daddy may immediately terminate any account which it believes, in its sole discretion, is transmitting or is otherwise connected with any spam or other unsolicited bulk email. In addition, if actual damages cannot be reasonably calculated then You agree to pay Go Daddy liquidated damages of \$1 for each piece of spam or unsolicited bulk email transmitted from or otherwise connected with Your account, otherwise You agree to pay Go Daddy's actual damages. You acknowledge You have read and understand and agree to be bound by the terms and conditions of Go Daddy's Anti-spam Policy, available [here](#). Such terms and conditions are applicable to the use of all Go Daddy Software and Services and are incorporated herein.

#### **7. INTELLECTUAL PROPERTY.**

You agree that Go Daddy or its licensor holds all rights, title and interest in all Software and Services and all intellectual property, including other rights related to intangible property, unless otherwise indicated. You acknowledge that no title or interest in such Intellectual Property Rights is being transferred to You and You agree to make no claim of interest in any such Services or Software.

You understand and agree that all content and materials contained in this Agreement, other policies, the Go Daddy Web site, and any affiliated Web sites, are protected by the various copyright, patent, trademark, service mark and trade secret laws of the United States, as well as any other applicable proprietary rights and laws, and that Go Daddy or its licensor expressly reserves its rights in and to all

such content and materials. You further understand and agree that You are prohibited from using, in any manner whatsoever, any of the content or materials described above without the express written permission of Go Daddy or its licensor. No license or right under any copyright, patent, trademark, service mark or other proprietary right or license is granted to You or conferred upon You by this Agreement or otherwise.

#### **8. USE OF Go Daddy SOFTWARE.**

If You have licensed software from Go Daddy, Go Daddy grants You a limited, non-exclusive, nontransferable and non-assignable license to use the software for such purposes as are ordinary and customary. You are free to use the software on any computer, but not on two or more computers at one time.

You agree to not alter or modify the Software. You agree You are not authorized to combine the Software with any other software program, create derivative works based upon the Software, nor are You authorized to integrate any plug-in or enhancement which uses or relies upon the Software. You further agree not to reverse engineer, decompile or otherwise attempt to uncover the source code.

Go Daddy reserves all rights to the Software. The Software and any copies You are authorized to make are the intellectual property of Go Daddy. The source code and its organization are the exclusive property of Go Daddy and the Software is protected by copyright, including United States Copyright Law. Except as expressly provided for in this section, this Agreement does not grant You any rights in the Software and all rights are reserved by Go Daddy.

Go Daddy provides this Software "as is" without warranty of any kind either express or implied, including but not limited to the implied warranties or conditions of merchantability or fitness for a particular purpose.

#### **9. FEES AND PAYMENT.**

As consideration for the Software or Services purchased by You and provided to You by Go Daddy, You agree to pay Go Daddy at the time You order. All fees are due immediately and are non-refundable unless otherwise expressly noted, even if Your Services are suspended, terminated, or transferred prior to the end of the Services term. Go Daddy expressly reserves the right to modify pricing through email notification and/or notice on its Web site. Payment may be made by You by providing either a valid credit card, an online check, a personal check, or using Go Daddy's prepaid service Good as Gold, ("Prepaid Services") to establish a cash reserve for charge by Go Daddy (collectively, the "Payment Method"). Your Prepaid Services account may be funded by a money order or a personal check under as further described, below. Your Payment Method on file must be kept valid if You have any active products in Your account.

If You signed up for a monthly payment plan, Your monthly billing date will be determined based on the day of the month You purchase the Services unless that date falls after the 28th of the month in which case Your billing date will be the 28th of each month. If You signed up for an annual (or longer) payment plan, and You elected the automatic renewal option, Go Daddy will automatically renew Your Services when they come up for renewal and will take payment from the Payment Method You have on file with Go Daddy, at Go Daddy's then current rates.

If for any reason Go Daddy is unable to charge Your Payment Method for the full amount owed Go Daddy for the Services provided, or if Go Daddy is charged a penalty for any fee it previously charged to Your Payment Method, You agree that Go Daddy may pursue all available remedies in order to

obtain payment. If You pay by credit card and if for any reason Go Daddy is unable to charge Your credit card with the full amount of the Services provided, or if Go Daddy is charged back for any fee it previously charged to the credit card You provided, You agree that Go Daddy may pursue all available remedies in order to obtain payment. You agree that among the remedies Go Daddy may pursue in order to effect payment, shall include but will not be limited to, immediate cancellation without notice to You of any domain names or Services registered or renewed on Your behalf. Go Daddy reserves the right to charge a reasonable administrative fee for administrative tasks outside the scope of its regular Services, including additional costs that it may incur in providing the Services and pass along to You. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, fees incurred by third parties You have elected to use as payment methods, including PayPal and Certegy, Inc., and disputes that require legal services. These charges will be billed to the Payment Method we have on file for You. You may change Your Payment Method at any time by logging into Your Account Manager.

You agree that You are solely liable for arranging that Your Services are renewed, and that Go Daddy shall not be liable to You or any third party if it is unable to charge Your Payment Method in order to renew Your Services.

While all purchases are processed in US dollars, Go Daddy may provide an estimated conversion price to currencies other than US dollars. You acknowledge and agree that the pricing displayed during the checkout process is an estimate. Due to potential slight time delays between actual purchase and the payment settlement, the actual price charged may fluctuate. Accordingly, Go Daddy makes no representations or warranties that the actual price will be the same or substantially similar to the actual price You will pay and You waive any and all claims based upon any discrepancy between the estimate and the actual price. In addition, you may be charged VAT, based on the country indicated in Your billing address section. Any amounts to be charged will appear during the checkout process.

#### **A. Good as Gold Prepaid Services**

- **Service Details.**

By using Go Daddy's Prepaid Services, You can transfer funds to Go Daddy in advance and use the balance of Your Prepaid Services Account ("Account") as You please. You can use Your Account to purchase any of the Software or Services of Go Daddy. As consideration for the Services purchased by You and provided to You by Go Daddy, You agree to pay Go Daddy in advance for the Services to be provided. Payment is to be made by You providing either a valid credit card, wire transfer, a money order, or personal check. Personal checks may only be used for payments of \$100 or more, and may not be made for less than the amount required at purchase. Personal checks under \$1,000 are subject to the same processing fees as wire transfers. All personal checks will be delayed fourteen (14) days until the money is credited, which may delay Your usage of the Software or Services. You agree that if the EFT or bank draft is returned unpaid, You will pay a service charge of \$25.00 or the maximum amount allowed by law, which may be debited from Your account using an EFT or bank draft.

You can verify the remaining funds in Your Account at any time by logging in to Manage Your Account or through the shopping cart on the Go Daddy Web site. Should You decide to terminate Your Account and seek a refund of Your Prepaid Services, Your refund will be made by check net of any discounts, including, but not limited to, reduced or waived wire transfer fees and/or the Cash Discount.

You acknowledge that funds transferred to Your Account will be held in an account by Go Daddy, which will not accrue or pay interest for Your benefit. To the extent interest may accrue, if any, You understand and agree that Go Daddy shall be entitled to receive and keep any such amounts to cover



costs associated with the Prepaid Services.

You acknowledge that all transactions using Prepaid Services will be conducted in U.S. Dollars and that it is Your responsibility to arrange for foreign currency translations prior to funding Your Account. Wire transfers received by Go Daddy in foreign currencies will be returned and You will be responsible for the cost of returning such funds. Your Account must be funded on an initial basis with no less than one hundred dollars (\$100.00), paid in U.S. funds. You agree that You will be responsible for all wire transfer fees, both incoming and outgoing, associated with Your Account. Any non-U.S. wire transfers may be subject to fees by either Your bank, intermediary banks or Go Daddy's bank, which may reduce the amount of the money received by Go Daddy's bank and subsequently funded into Your Prepaid Good as Gold Account. Customers funding a Good as Gold Account who wire \$1,000 or more shall not be subject to a \$20 wire transfer processing fee from Go Daddy. You hereby expressly give Go Daddy permission to reduce Your Account by the amount of wire transfer fees Go Daddy incurs in order to receive Your funds. All fees are subject to change and will be updated online in this Agreement.

Prepaid Services Accounts will receive a 2% discount on purchases (the "Cash Discount"). The Cash Discount will be reflected in Your Account balance. Thus, purchases will reduce the balance of Your Account by 98% of the total purchase price of each transaction. For example, if Your Account is funded with an initial amount of \$100.00 and You make a \$10.00 purchase, Your Account will be reduced by only \$9.80. Go Daddy reserves the right to discontinue or change the Cash Discount at any time, without notice.

- Your Use of Prepaid Services

Use of funds in Your Account can only be made through the Go Daddy purchase process at Go Daddy's Web site. Purchases may not be made unless there are sufficient, available funds in Your Account at the time of purchase to cover the entire purchase amount, including any related fees as set forth herein or in other relevant agreements.

Additional funds may be added to Your Account at any time. The minimum increment for funds transfers is one hundred dollars (\$100.00).

You will be able to access Your Account activity and records from the Manage Your Account link on Go Daddy's Web site. Your Account will show purchases and the amount of funds remaining in Your Account. Go Daddy reserves the right at all times to disclose any information about Your Account as Go Daddy deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part from Your Account, in the sole discretion of Go Daddy.

- Specific Representations and Warranties

You agree that Go Daddy makes no representations or warranties of any kind in connection with Prepaid Services. Go Daddy expressly reserves the right to deny, cancel or transfer any Account that it deems necessary, in its discretion, to protect the integrity and stability of the Prepaid Services system, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Go Daddy, as well as its affiliates, subsidiaries, officers, directors and employees. Go Daddy also reserves the right to freeze an Account during resolution of a dispute.

**B. Payment By Check**

By using Go Daddy's pay by check option ("Pay By Check"), You can purchase Go Daddy Software and Services using a personal check. In consideration for the Software and Services purchased by You and provided to You by Go Daddy, You agree to allow Certegy Check Services, Inc. ("Certegy") to debit the full amount of this transaction from Your checking account, which is non-refundable. Certegy will create an electronic funds transfer (EFT) or bank draft which will be presented to Your bank or financial institution for payment from Your checking account. The checking account must be at a financial institution in the United States, and the check must be payable in U.S. dollars.

It is Your responsibility to keep Your checking account current, and to have available funds in it. You agree that Certegy and Go Daddy will not be responsible for payments that fail to go through as a result of Your checking account no longer existing, or holding insufficient funds. If for any reason Certegy is unable to withdraw the full amount owed for the Services provided, You agree that Certegy and Go Daddy may pursue all available remedies in order to obtain payment. You agree that if the EFT or bank draft is returned unpaid, You will pay a service charge of \$25.00 or the maximum amount allowed by law, which may be debited from Your account using an EFT or bank draft.

The check may not be for less than the full amount required at that time. Personal checks under \$1,000 are subject to the same processing fees as wire transfers. All personal checks may be delayed up to fourteen (14) days until the money is credited, which may delay Your usage of the Software or Services.

By clicking the box labeled "I agree" to the terms of the Pay by Check terms, You authorize the information provided to be used for the creation of an electronic funds transfer (EFT) or bank draft, and You authorize a debit of THE FULL AMOUNT of this order from Your checking account.

**C. Pay by PayPal**

By using Go Daddy's pay by PayPal, Inc. ("PayPal") option ("Pay by PayPal"), You can purchase Go Daddy Software and Services using PayPal. In consideration for the Software and Services purchased by You and provided to You by Go Daddy, You agree to allow PayPal to debit the full amount of this transaction from Your PayPal account balance or the Preferred Funding Source You established with PayPal, which is non-refundable.

It is Your responsibility to keep Your PayPal Account current, to have available funds in it and to have Your PayPal Account backed by a valid credit card. You agree that PayPal and Go Daddy will not be responsible for payments that fail to go through as a result of Your Funding Source no longer existing, or holding insufficient funds. If for any reason PayPal is unable to withdraw the full amount owed for the Services provided, You agree that PayPal and Go Daddy may pursue all available remedies in order to obtain payment. You agree that if the transaction is returned unpaid, You will pay a service charge of \$25.00 or the maximum amount allowed by law, which may be debited from Your account by PayPal or charged to Your Preferred Funding Source.

By clicking the box labeled "I agree" to the terms of the Pay by PayPal terms, You authorize the information provided to be used for the creation of an electronic funds transfer (EFT), and You authorize a debit of THE FULL AMOUNT of Your order from Your PayPal Account or Preferred Funding Source.

**10. REPRESENTATIONS AND WARRANTIES.**

You, or the individuals who electronically execute this Agreement on behalf of You hereby represent

and warrant that they have the right, power, legal capacity and appropriate authority to enter into this Agreement, and that they own and have not transferred to any other person or entity any of the rights, claims or interests that are the subject of this Agreement. You represent and warrant that You are 18 years of age or older, or that You have an agent authorized by law to represent You who is 18 years of age or older who is entering into this Agreement on Your behalf. You warrant that each action You make is being done so in good faith and that You have no knowledge of it infringing upon or conflicting with the legal rights of a third party or a third party's trademark or trade name.

Go Daddy expressly reserves the right to deny, cancel or transfer any domain name registration that it deems necessary, in its discretion, to protect the integrity and stability of the registry, to comply with any applicable laws, government rules or requirements, requests of law enforcement, in compliance with any dispute resolution process, or to avoid any liability, civil or criminal, on the part of Go Daddy, as well as its affiliates, subsidiaries, officers, directors and employees. Go Daddy also reserves the right to freeze a domain name during resolution of a dispute.

#### **11. LIMITATION OF LIABILITY .**

IN NO EVENT SHALL GO DADDY BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, FOR ANY MATTER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTIES, EITHER EXPRESS OR IMPLIED, ANY BREACH OF THIS AGREEMENT OR ITS INCORPORATED AGREEMENTS AND POLICIES YOUR INABILITY TO USE THE SOFTWARE OR SERVICES, YOUR LOSS OF DATA OR FILES OR OTHERWISE, EVEN IF Go Daddy HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states may not allow such a broad exclusion or limitation on liability for damages as contained herein. In such states, Go Daddy's liability is limited to the full extent permitted by law. You agree that in no event shall Go Daddy's maximum aggregate liability exceed the total amount paid by You for the particular Software or Service in dispute purchased from Go Daddy.

#### **12. DISCLAIMER OF WARRANTIES .**

Go Daddy expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Services are provided on an "As Is" and "As Available" basis. Go Daddy makes no warranty that its services will meet your requirements, or that the services will be uninterrupted, timely, secure, or error free, or that defects will be corrected. Go Daddy does not warrant, nor make any representations regarding the use, or results of, any of the services it provides, in terms of their correctness, accuracy, reliability, or otherwise.

Some jurisdictions do not allow the disclaimer of implied warranties, in which event that foregoing disclaimer may not apply to You.

#### **13. INDEMNIFICATION.**

You agree to defend, indemnify and hold harmless Go Daddy and its contractors, agents, employees, officers, directors, shareholders, and affiliates from any loss, liability, damages or expense, including reasonable attorneys' fees, resulting from any third party claim, action, proceeding or demand related to Your (including Your agents affiliates, or anyone using Your account, software or services with Go Daddy whether or not on Your behalf, and whether or not with Your permission) use of the Software or

Services You purchased from Go Daddy or Your breach of this Agreement or incorporated agreements and policies. In addition, You agree to indemnify and hold Go Daddy harmless from any loss, liability, damages or expense, including reasonable attorneys' fees, arising out of any breach of any representation or warranty provided herein, any negligence or willful misconduct by You, or any allegation that Your account infringes a third person's copyright, trademark or proprietary or intellectual property right, or misappropriates a third person's trade secrets. This indemnification is in addition to any indemnification required of You elsewhere. Should Go Daddy be notified of a pending law suit, or receive notice of the filing of a law suit, Go Daddy may seek a written confirmation from You concerning Your obligation to indemnify Go Daddy . Your failure to provide such a confirmation may be considered a breach of this agreement. You agree that Go Daddy shall have the right to participate in the defense of any such claim through counsel of its own choosing. You agree to notify Go Daddy of any such claim promptly in writing and to allow Go Daddy to control the proceedings. You agree to cooperate fully with Go Daddy during such proceedings.

You agree to cooperate fully with Go Daddy during such proceedings. You agree You will not be entitled to a refund of any fees paid to Go Daddy if, for any reason, Go Daddy takes corrective action with respect to Your improper or illegal use of its services. You also agree that if Go Daddy is notified that a complaint has been filed with a governmental, administrative or judicial body, regarding a Traffic Facts account of Yours with Go Daddy , that Go Daddy , in its sole discretion, may take whatever action Go Daddy deems necessary regarding further modification, assignment of and/or control of your account to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled.

#### **14. GOVERNING LAW, VENUE; WAIVER OF TRIAL BY JURY.**

This agreement shall be deemed entered into in the State of Arizona. Except for disputes concerning the user of a domain name registered with Go Daddy , You agree that the laws and judicial decisions of Maricopa County, Arizona, shall be used to determine the validity, construction, interpretation and legal effect of this Agreement. You agree that any action relating to or arising out of this Agreement shall be brought in the courts of Maricopa County, Arizona. For the adjudication of disputes concerning the use of any domain name registered with Go Daddy , You agree to submit to jurisdiction and venue in the U.S. District Court for the District of Arizona located in Phoenix, Arizona.

You agree to waive the right to trial by jury in any proceeding that takes place relating to or arising out of this Agreement.

#### **15. NOTICES.**

You agree that all notices (except for notices concerning breach of this Agreement) from Go Daddy to You may be posted on our Web site. Notices concerning breach will be sent either to the email or postal address You have on file with Go Daddy. In either case, delivery shall be deemed to have been made five (5) days after the date sent.

Notices from You to Go Daddy shall be made either by email, sent to the address provided on the Go Daddy Web site, or first class mail to Go Daddy 's address at:

GoDaddy.com, Inc., Attn: Legal Counsel, 14455 North Hayden Rd., Suite 219, Scottsdale, AZ, 85260.

#### **16. HEADINGS.**

The headings in the Agreement are descriptive only and in the event of a conflict between a heading and the underlying terms of this Agreement, the terms of this Agreement shall control.



**17. ENTIRE AGREEMENT.**

You agree that this Agreement including the policies and agreements it refers to (i.e. our Dispute Resolution Policy, etc.) constitute the complete and only Agreement between You and Go Daddy regarding the Services contemplated herein.

**18. SEVERABILITY.**

You agree that the terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the agreement will be interpreted in accordance with applicable law as closely as possible, in line with the original intention of both parties to the Agreement. The remaining terms and conditions of the Agreement will remain in full force and effect.

**19. WAIVER.**

The failure of Go Daddy to enforce any of the provisions within this Agreement or its incorporated agreements and policies against You or others shall not be construed to be a waiver of the right of Go Daddy thereafter to enforce such provisions.

**20. FORCE MAJEURE.**

Go Daddy will make every effort to keep its Web site and Services operational. However, certain technical difficulties and other factors outside of its control may, from time to time, result in temporary service interruptions. You agree not to hold Go Daddy liable for any of the consequences of such interruptions.

**21. SURVIVAL.**

Sections 1, 7, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 shall survive any termination or cancellation of this Agreement.

**22. NO THIRD PARTY BENEFICIARIES.**

Nothing in this Agreement, express or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

**B. SOFTWARE AND SERVICES SPECIFIC AGREEMENTS**

If You purchase Services from Go Daddy, the following Software and Services specific agreements shall apply and are incorporated within this Agreement in addition to Sections 1-21:

**Domain Names**

[Back Ordering and Monitoring Agreement](#)

[Change of Registrant Agreement](#)

[ConsoliDate](#)

[Domain Name AfterMarket™ Member Agreement](#)

Domain Name Proxy @ Agreement

Domain Registration Agreement

Parked Page Service Agreement

Transfer Agreement

**E-mail**

Email Services User Agreement

WebMail End User License Agreement

**Web Site Hosting**

Dedicated Hosting Agreement

Hosting and Virtual Service Agreement

**Web Site Creation**

One Page Web Site

Website Complete @ End User License Agreement

Website Tonight @ End User License Agreement

Custom Website Design Service Agreement

Website Maintenance Service Agreement

Website Update Service Agreement

**Other Software and Services**

Domain Alert Deep Monitor User License Agreement

Express Email Marketing™ End User License Agreement

Fax Thru Email End User License Agreement

News-Blazer™ End User License Agreement

Online Copyright Registration End User Agreement

Online File Folder End User License Agreement

Quick Shopping Cart™ End User License Agreement

[StealthRay™ End User License Agreement](#)

[Traffic Blazer® End User License Agreement](#)

[Traffic Facts Service Agreement](#)

[Domain Name Appraisal Service Agreement](#)

[Online Group Calendar End User License Agreement](#)

[Business WhoIs Listing End User License Agreement](#)

[Domain Ownership Protection Service Agreement](#)

[CashParking Service Agreement](#)

[Domain Buy Service Service Agreement](#)

[Online Photo Filer Service Agreement](#)

[Discount Domain Club Service Agreement](#)

[API Reseller Agreement](#)

[Reseller Agreement](#)

[Super Reseller Agreement](#)

#### **Policies**

[Anti-Spam Policy](#)

[Civil Subpoena Policy](#)

[ICANN Transfer Dispute Resolution Policy](#)

[Privacy Policy](#)

[Trademark and/or Copyright Infringement Policy](#)

[Uniform Domain Name Dispute Policy](#)

[Permissions Policy](#)

[Criminal Subpoena Policy](#)

Revised: 8/4/2008

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# EXHIBIT E



CLOSE WINDOW

PRINT

**GO DADDY  
PARKED PAGE SERVICE AGREEMENT**

This GoDaddy.com, Inc. Parked Page Service Agreement ("Agreement") is by and between GoDaddy.com, Inc. ("Go Daddy") a/an Arizona corporation and you, your heirs, agents, successors and assigns ("You"), and is made effective as of the date of electronic execution. This Agreement sets forth the terms and conditions of Your use of Go Daddy's Parked Page Service, which includes, but is not limited to, the monetization of pages parked on Go Daddy nameservers, One Page Web Site and Domain For Sale (all parked pages, collectively, the "Parked Pages"), and represents the entire agreement between You and Go Daddy. By participating in this transaction, You acknowledge that You have read, understand and agree to be bound by all the terms and conditions of this Agreement, including our dispute policy, along with any new, different or additional terms, conditions or policies including the Universal Terms of Service which Go Daddy may establish from time to time. Such Agreements may be found here.

In addition to transactions entered into by You on Your behalf, You also agree to be bound by the terms of this Agreement for transactions entered into on Your behalf by anyone acting as Your Agent, and transactions entered into by anyone who uses the account You've established with Go Daddy, whether or not the transactions were in Your behalf. You acknowledge Go Daddy's acceptance of any application made by You for services provided by Go Daddy will take place at the Internet Corporation for Assigned Names and Numbers ("ICANN") accredited registrar's offices located in Scottsdale, Arizona, USA.

**1. FEES AND RENEWALS**

If You received Go Daddy's Domain for Sale service free as part of a package when You purchased a domain name, You are not required to pay Go Daddy any extra fees for the service. Your service will last as long as Your domain is registered with us, unless You notify us that You would like the service terminated. You can log onto Your Account Manager to cancel Your service at any time.

If You purchased Go Daddy's Domain for Sale service separately, or You purchased a One Page Web Site, as consideration for the services provided to You by Go Daddy, You agree to pay Go Daddy an annual fee. Your annual billing date will be determined based on the month You establish Your Parked Page with Go Daddy. Payment is to be made by You by providing either a valid credit card, an online check, Go Daddy Gift Card, PayPal, or using "Good As Gold" to establish a cash reserve for charge by Go Daddy (collectively, the "Payment Method"). If You purchase an automatically renewing service or product by personal check, it is Your responsibility to make payment arrangements for each renewal payment. Payments are non-refundable. If for any reason Go Daddy is unable to charge Your Payment Method for the full amount owed Go Daddy for the service provided, or if Go Daddy is charged a penalty for any fee it previously charged to your Payment Method, You agree that Go Daddy may pursue all available remedies in order to obtain payment. You agree that among the remedies Go Daddy may pursue in order to effect payment, shall include but will not be limited to, immediate cancellation without notice to You of Your service. Go Daddy reserves the right to charge a reasonable service fee for administrative tasks outside the scope of its regular services. These include, but are not limited to, customer service issues that cannot be handled over email but require personal service, and disputes that require legal services. These charges will be billed to the Payment Method we have on file for You. You may change your Payment Method at any time by logging into Your Account Manager.

You agree that You will be responsible for notifying Go Daddy should you desire to terminate Your use of any of Go Daddy's Parked Page Services, including, but not limited to, those you

have purchased. Notification of Your intent to terminate a Parked Page must be provided to Go Daddy no earlier than 10 days prior to Your billing date but no later than three days prior to Your billing date. In the absence of notification from You, Go Daddy will automatically continue your Parked Page service indefinitely and will charge the Payment Method You have on file with Go Daddy, at Go Daddy's then current rates. It is Your responsibility to keep Your Payment Method information current, which includes the expiration date if you are using a credit card. In the event You terminate a One Page Web Site, moving your web site off of the Go Daddy hosting servers is Your responsibility. Go Daddy will not transfer or FTP Your web site to another provider.

## **2. DESCRIPTION OF SERVICE**

Go Daddy currently provides One Page Web Sites and Domains for Sale to its customers, as well as, monetizing other Parked Pages. Go Daddy will provide You with these services as long as You abide by the terms and conditions set forth herein and in each of Go Daddy's policies and procedures found here.

If You are using any of Go Daddy's Parked Pages services, You agree that Go Daddy may point the domain name or DNS to one of Go Daddy's or Go Daddy's affiliates web pages, and that they may place advertising on your web page and Go Daddy specifically reserves this right.

If You are using Go Daddy's One Page Web Site, You are responsible for ensuring Your web site conforms to all local, state, federal, and international laws. Further, You are responsible for ensuring the legal copyright to any images, text, or other web site elements not provided by Go Daddy. In order to use Go Daddy's One Page Web Site, you must have a domain name registered with Go Daddy. Go Daddy is not responsible for making back-up copies of Your web site; this is solely Your responsibility.

If Your One Page Web Site includes GIF images and you are not using Go Daddy's WebSite Complete software, you must ensure that your GIF images are licensed with Unisys or were created with Unisys Authorized Software.

## **3. YOUR OBLIGATIONS**

You agree You have provided accurate, current and complete information in the application and/or registration process and You will notify Go Daddy within five (5) business days when any of the information You provided as part of the application and/or registration process changes. Failure by You, for whatever reason, to respond within five (5) business days to any inquiries made by Go Daddy to determine the validity of information provided by You, will constitute a material breach of this Agreement.

If You provide any information that is inaccurate, not current, false, misleading or incomplete, or if Go Daddy has reasonable grounds to suspect Your information is inaccurate, not current, false, misleading or incomplete, Go Daddy has the absolute right, in its sole discretion, to terminate its Parked Page services and close Your account.

You warrant each application You make is being done so in good faith and You have no knowledge of it infringing upon or conflicting with the legal rights of a third party or a third party's trademark or trade name. You also warrant the web site being hosted by Go Daddy will not be used in connection with any illegal activity.

## **4. GO DADDY 'S RIGHTS**

Go Daddy provides its Parked Page services exclusively and makes no effort to edit, control, monitor or restrict the content of data other than as necessary to provide such services.

Further, the services provided, including, but not limited to, the advertisements, shall be based upon the content of Your web site and may include, but are not limited to, advertisements of Your competitors. Go Daddy explicitly reserves the right and sole discretion to:

- a. Censor any web site hosted on its Parked Page servers that, in Go Daddy's sole discretion, is deemed inappropriate;
- b. Review every Parked Page for excessive space and bandwidth utilization disrupting the normal use of the system or consuming excessive amounts of memory or CPU and to terminate or apply additional fees to those accounts exceeding allowed levels;
- c. Modify its pricing through email notification;
- d. Terminate Your Parked Page service for unsolicited, commercial e-mailing (i.e., Spam), using internal or external mail servers, illegal access to other computers or networks (i.e., hacking), distribution of Internet viruses or similar destructive activities, non-payment of Parked Page fees, and other activities whether lawful or unlawful Go Daddy determines to be harmful to its other customers, operations, or reputation;
- e. Terminate Your Parked Page service if the contents of Your web site result in, or are the subject of, legal action or threatened legal action, against You and/or Go Daddy or any of its affiliates or partners, without consideration for whether such legal action or threatened legal action is eventually determined to be with or without merit; and
- f. Terminate Your Parked Page service if You violate or potentially violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, business or personal dispute or argument, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity, or any personal or business argument or dispute.

You agree to indemnify and hold harmless Go Daddy for any complications arising out of Your use of Go Daddy's Parked Page services, including, but not limited to, actions Go Daddy chooses to take to remedy Your improper or illegal use of a web site hosted by Go Daddy. You agree You will not be entitled to a refund of any fees paid to Go Daddy if, for any reason, Go Daddy takes corrective action with respect to Your improper or illegal use of its Parked Page services.

## 5. DISPUTE RESOLUTION POLICY

You agree to be bound by Go Daddy's current Dispute Resolution Policy found herein .

You agree that if a dispute arises as a result of one or more Parked Pages, You will indemnify, defend and hold Go Daddy harmless for damages arising out of such dispute. You also agree that if Go Daddy is notified a complaint has been filed with a governmental, administrative or judicial body, regarding a web site hosted by Go Daddy, that Go Daddy, in its sole discretion, may take whatever action Go Daddy deems necessary regarding further modification, assignment of and/or control of the web site to comply with the actions or requirements of the governmental, administrative or judicial body until such time as the dispute is settled.

## 6. LIMITATION OF LIABILITY

You agree Go Daddy's entire liability to You under this Agreement, and Your only remedy, in connection with any service provided by Go Daddy to You under this Agreement, and for any

breach of this Agreement by Go Daddy, shall be limited to the fees You paid to Go Daddy for Parked Page services. You shall not be entitled and shall have no right to receive any funds related to the monetization or any other value, including but not limited to, goodwill value of Your Parked Pages.

#### **7. INDEMNITY**

You agree to release, defend, indemnify and hold harmless Go Daddy and its contractors, agents, employees, offices, directors, shareholders and affiliates from and against any losses, damages or costs, including reasonable attorney's fees, resulting from any claim, action, proceeding, suit or demand arising out of or related in any way to Your account with Go Daddy and/or Your use of the Parked Page services provided by Go Daddy.

#### **8. DISCLAIMER OF WARRANTIES**

Go Daddy EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

#### **9. SEVERABILITY**

You agree the terms of this Agreement are severable. If any part of this Agreement is determined to be unenforceable or invalid, that part of the agreement will be interpreted in accordance with applicable law as closely as possible, in line with the original intention of both parties to the Agreement. The remaining terms and conditions of the Agreement will remain in full force and effect.

#### **10. VENUE; WAIVER OF TRIAL BY JURY**

THIS AGREEMENT SHALL BE DEEMED ENTERED INTO IN MARICOPA COUNTY IN THE STATE OF ARIZONA. THE LAWS AND JUDICIAL DECISIONS OF MARICOPA COUNTY, ARIZONA, SHALL BE USED TO DETERMINE THE VALIDITY, CONSTRUCTION, INTERPRETATION AND LEGAL EFFECT OF THIS AGREEMENT. YOU AGREE THAT ANY ACTION RELATING TO OR ARISING OUT OF THIS AGREEMENT, SHALL BE BROUGHT IN THE COURTS OF MARICOPA COUNTY, ARIZONA. YOU AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN ANY PROCEEDING THAT TAKES PLACE RELATING TO OR ARISING OUT OF THIS AGREEMENT.

#### **11. NOTICES**

You agree that all notices (except for notices concerning breach of this Agreement) from GoDaddy.com, Inc. to You may be posted on our web site. Notices concerning breach will be sent either to the email or mailed first class postage to the postal address you have on file with GoDaddy.com, Inc.. In either case, delivery shall be deemed to have been made five (5) days after the date sent.

Notices from You to GoDaddy.com, Inc. shall be made either by email or first class mail, sent to the addresses we provide on the web page "About Go Daddy".

Revised: 6/27/2008

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# EXHIBIT F





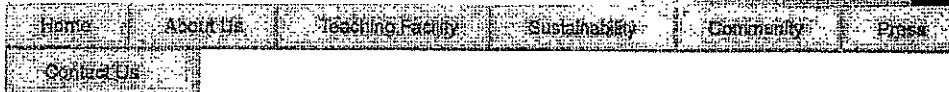
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Skin Rejuvenation  
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#### Injectable Treatments

BOTOX<sup>®</sup> Cosmetic  
Restylane<sup>®</sup>  
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Radiesse<sup>®</sup>  
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#### Body Treatments

LipoDissolve  
Laser Hair Removal  
Leg Vein Treatments  
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#### Facial Treatments

Microdermabrasion  
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#### Skin Care Products

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#### Health and Wellness

Mona Vie

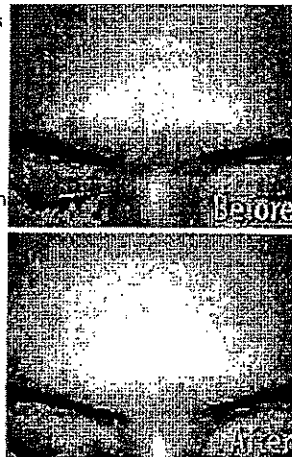
#### Plastic Surgery

## BOTOX<sup>®</sup> San Francisco at Epi Center MedSpa

When considering Botox<sup>®</sup> treatments in San Francisco look no farther than the Epi Center MedSpa.

We are the fourth-largest medical practice in the San Francisco Bay Area for Injecting BOTOX<sup>®</sup> Cosmetic. We have also achieved platinum status, the most prestigious honor, with Allergan, the makers of BOTOX<sup>®</sup> Cosmetic, in recognition of the outstanding number of patients we have successfully treated in San Francisco.

Our approach to Botox treatment is conservative and our goal is for a natural, more youthful appearance. Epi Center MedSpa is the place to visit in San Francisco for BOTOX<sup>®</sup> Cosmetic.



### BOTOX<sup>®</sup> Cosmetic

#### About BOTOX<sup>®</sup> Cosmetic

After years of squinting, laughing, frowning, smoking, and worrying, the skin around the eyes and on the forehead will often develop deep lines and wrinkles called "expression lines." A frequent concern is that they often make you look older, tired, or stressed. Until recently, these lines have been difficult to treat. Now, by utilizing this FDA-approved muscle-relaxing agent, expression lines can be significantly reduced.

#### What is BOTOX<sup>®</sup> Cosmetic?

BOTOX<sup>®</sup> Cosmetic, produced by Allergan, Inc., is a therapeutic muscle-relaxing agent derived from the bacterium, *Clostridium Botulinum*. For over a decade ophthalmologists have used BOTOX<sup>®</sup> Cosmetic for its original intention, the treatment of blepharospasm. Physicians have utilized BOTOX<sup>®</sup> Cosmetic for years as a cosmetic treatment to correct visible signs of stress and aging.

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Named San Francisco's Greenest Spa by 7x7 Magazine





BOTOX San Francisco at the Epi Center Med Spa | Treat Facial Wri... <http://www.skinrejuv.com/botox.html?gclid=CNH5yZCuiZUCFQnL>.

### How does BOTOX® Cosmetic work?

The contractions and movements of the facial muscles are controlled by signals from the brain. BOTOX® Cosmetic simply prevents the muscle from responding to these messages. As a result, the muscle relaxes and the overlying skin remains unwrinkled and smooth.

### What is a BOTOX® Cosmetic treatment like?

With a very fine needle, BOTOX® Cosmetic is injected into the specific muscle that is contracting and causing the lines and wrinkles on the face. Treatment is effective, safe, and takes approximately 10 minutes. The pain is a minimal "pin prick" and no anesthetic is required. Immediately following treatment with BOTOX®, you may resume regular activities!

### How long does a BOTOX® Cosmetic treatment last?

The effects of Botox® usually last 3 to 4 months, and fade away gradually. Following several Botox® treatments, the results may last 4 to 8 months or longer. BOTOX® Cosmetic offers extended relief over the course of long-term treatment.

### Are there any possible side effects of BOTOX®?

Side effects of BOTOX® Cosmetic, if any, are usually mild and temporary. Botulinum toxin contains proteins, which in some circumstances may be naturally safeguarded against by the body's ability to produce antibodies. If antibodies are formed, the therapy will generate a lesser response. Temporary bruising after Botox injections is sometimes experienced, though this symptom resolves itself within 2 to 3 days. In rare cases, there can be a slight drooping of an eyelid or asymmetry of expression. If this should happen, please return to our San Francisco Union Square office.

### What type of results will I see with BOTOX?

Typically, the effect of BOTOX® Cosmetic is visible within 3 days. Maximum benefits are reached between 10 to 14 days. Once the muscle relaxes and the skin softens, you will have a more relaxed and youthful appearance. BOTOX® Cosmetic treatments are not a substitute for the results achieved with a face lift. The optimum appearance may be achieved with BOTOX® Cosmetic therapy in conjunction with a facelift, laser resurfacing, and skin rejuvenation.

# EXHIBIT G

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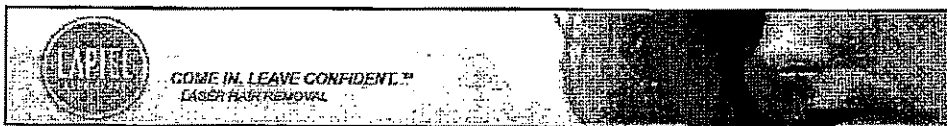
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## La Piel Laser Center

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(773) 248-4247

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La Piel Laser is a boutique laser hair removal center whose loft-style setting creates a feeling of space and warmth. It is our priority to provide a confidential and comfortable setting for each client. It is also our goal to provide our clients with a safe and a permanent solution to their hair problems. We use only state-of-the-art laser technology that has been approved by the FDA to be safe and effective in removing hair. Our Board Certified Nurse Practitioner will make every effort to make your experience a pleasant one.

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